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Attorneys for Defendant
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

AMERICAN SMALL BUSINESS
LEAGUE,

Plaintiff,

v.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION,

Defendant.

No. C 10-1836 SI

**STIPULATION AND [PROPOSED]
ORDER RE SETTLEMENT AND
DISMISSAL**

Plaintiff AMERICAN SMALL BUSINESS LEAGUE ("Plaintiff") and Defendant
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION ("Defendant"), by and
through their undersigned counsel, hereby enter into this Stipulation and [Proposed] Order Re

1 Settlement and Dismissal ("Stipulation") as follows:

2 1. Defendant shall pay to Plaintiff the amount of one thousand six hundred U.S.
3 dollars and zero cents (\$1,600.00) in full and complete satisfaction of Plaintiff's claims for
4 attorneys' fees, costs, and litigation expenses under the Freedom of Information Act ("FOIA") in
5 the above-captioned matter. This payment shall constitute full and final satisfaction of any and
6 all of Plaintiff's claims for attorneys' fees, costs, and litigation expenses in the above-captioned
7 matter, and is inclusive of any interest. Payment of this money will be made by electronic funds
8 transfer, and Plaintiff's counsel will provide the necessary information to Defendant's counsel to
9 effectuate the transfer. Defendant will make all reasonable efforts to make payment within thirty
10 (30) days of the date that Plaintiff's counsel provides the necessary information for the electronic
11 funds transfer and this Stipulation is approved by the Court.

12 2. Upon the execution of this Stipulation, Plaintiff hereby releases and forever
13 discharges Defendant, and its successors, the United States of America, and any department,
14 agency, or establishment of the United States, and any officers, employees, agents, successors, or
15 assigns of such department, agency, or establishment, from any and all claims and causes of
16 action that Plaintiff asserts or could have asserted in this litigation, or which hereinafter could be
17 asserted by reason of, or with respect to, or in connection with, or which arise out of, the FOIA
18 request on which this action is based or any other matter alleged in the Complaint, including but
19 not limited to all past, present, or future claims for attorneys' fees, costs, or litigation expenses in
20 connection with the above-captioned litigation.

21 3. The provisions of California Civil Code Section 1542 are set forth below:

22 "A general release does not extend to claims which the creditor does not know or
23 suspect to exist in his favor at the time of executing the release, which if known
by him must have materially affected his settlement with the debtor."

24 Plaintiff, having been apprised of the statutory language of Civil Code Section 1542 by its
25 attorneys, and fully understanding the same, nevertheless elects to waive the benefits of any and
26 all rights it may have pursuant to the provision of that statute and any similar provision of federal
27 law. Plaintiff understands that, if the facts concerning any injuries, liability for damages
28 pertaining thereto, or liability for attorneys' fees, costs or litigation expenses are found

hereinafter to be other than or different from the facts now believed by it to be true, the Agreement shall be and remain effective notwithstanding such material difference.

4. Execution of this Stipulation and its approval by the Court shall constitute dismissal of this case with prejudice pursuant to Fed. R. Civ. P. 41(a).

5. The parties acknowledge that this Stipulation is entered into solely for the purpose of settling and compromising any remaining claims in this action without further litigation, and it shall not be construed as evidence or as an admission on the part of Defendant, the United States, its agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by the Defendant regarding Plaintiff's entitlement to attorneys' fees or other litigation costs under FOIA. This Stipulation shall not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding involving Defendant.

6. This Stipulation is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. This Stipulation shall constitute the entire agreement between the parties, and it is expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the parties hereto. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Stipulation.

9. The persons signing this Stipulation warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

10. This Stipulation may not be altered, modified or otherwise changed in any respect except in writing, duly executed by all of the parties or their authorized representatives.

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11. This Stipulation may be executed in counterparts and is effective on the date by which both parties' counsel have executed the Stipulation.

SO STIPULATED AND AGREED.

DATED: October 21, 2010

By: /s/

ROBERT E. BELSHAW
Attorney for Plaintiff

MELINDA HAAG
United States Attorney

DATED: October 21, 2010

By: /s/

NEILL T. TSENG
Assistant United States Attorney
Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED:

DATED:



HONORABLE SUSAN ILLSTON
UNITED STATES DISTRICT JUDGE